

ORIGINAL

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

= = = = = X

VIRA LYNN JONES, PHILLIP JONES

Plaintiffs,

KOVNER, J.  
REYES, M.J.

FEDERAL COMPLAINT

-AGAINST-

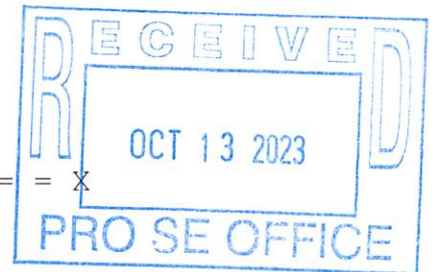
Docket No# 23-CV-7773

HSBC BANK USA NATIONAL ASSOCIATION

Defendant(s)

= = = = = X

TO: ALL NAMED DEFENDANTS HEREIN



Plaintiff, **Vira Lynn Jones** each appearing Pro-Se herein as individual party plaintiffs, being duly sworn, depose and say for its Complaint in support of a summons, alleged claims against defendants as follows:

COUNT ONE: UNFAIR TRADE PRACTICES INVOLVING NON- COMPLIANCE, 15 USC SECTIONS 1601, ET. SEQ

COUNT TWO: DISCLOSURE VIOLATION PURSUANT TO 15 U.S.C. 1635, ET. SEQ.

COUNT THREE: MISSING STATEMENTS VIOLATION, PURSUANT TO 15 U.S.C. SECTION 1635, ET. SEQ

COUNT FOUR: MISSING DISCLOSURE STATEMENTS VIOLATION, PURSUANT TO 15 U.S.C. SECTION 1638, ET. SEQ

Phillip S Jones, Jr  
Vira Lynn Jones  
1159 Bedford Avenue  
Brooklyn, New York 11216

=====

Servicer

HSBC U.S. Bank  
452 5th Ave  
New York, NY 10018

COUNT FIVE: RIGHT TO RECIND VIOLATIONS, PURSUANT TO TITLE 12 CODE OF FEDERAL REGULATIONS SECTION 226, ET. SEQ

COUNT SIX: DISCEPTIVE GROUPING VIOLATIONS, PURSUANT TO TITLE 12 CODE OF FEDERAL REGULATIONS SECTION 226, ET. SEQ

COUNTY SEVEN: NO GOOD FAITH ESTIMATE VIOLATIONS, PURSUANT TO TITLE 12 CODE OF FEDERAL REGULATIONS SECTION 226, ET. SEQ

COUNT EIGHT: FAILURE TO DISCLOSE CALCULATION OF MORTGAGE BALANCE, PURSUANT TO TITLE 12 CFR SECTION 226.4, ET. SEQ

COUNT NINE: INFLATION OF ACCELERATION FEES, IN VIOLATION OF TITLE 12 USC SECTION 2610, ET. SEQ

COUNT TENTH: FAILURE TO GIVE 3 DAY COOLING PERIOD, IN VIOLATION OF 15 USC SECTION 1601, ET. SEQ. AND REGULATION Z

COUNT ELEVENTH: FAILURE TO GIVE PROPER NOTICE OF DEFAULT AND RIGHT TO CURE AND ACCELERATION NOTICE, IN VIOLATION OF 12 USC 2601 ET SEQ, 15 USC SECTION 1601, ET. SEQ. AND TITLE 12 CODE OF FEDERAL REGULATIONS, SECTION 226.18

Plaintiffs' hereby alleges as follows:

#### **JURISDICTION AND VENUE**

- Plaintiffs bring this complaint under federal diversity jurisdiction pursuant to 28 USC Section 1331; 1332, as there is a question of federal law and amount in controversy exceeds \$75,000.00 dollars.

- The venue in this district is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions on which the claim is based occurred prior to the state court's judgment of foreclosure and actions or acts that violate federal banking and fraud statutes and due process violations of the constitution.

#### PARTIES INVOLVED

- That at all times hereinafter mentioned, plaintiff Vira Lynn Jones was and still is a resident and has conducted business and has residence in New York, County of Kings and she resides in **Brooklyn, New York 11216**.
- That at all times hereinafter mentioned, plaintiff Phillip Jones was and still resides therein and is a current resident with interest in the above-mentioned location.
- That at all-time hereinafter mentioned, defendants, HSBC BANK USA NATIONAL ASSOCIATION has been conducting business within in the State of New York with a business located at 3476 STATEVIEW BOULEVARD, FT. MILL, SOUTH CAROLINA. 29715.
- That the plaintiffs have constitutional rights that have been violated by the defendant and as a result of these violations there was a related judgment in foreclosure against the plaintiffs herein.

- The federal question of law is whether the defendant's capacity to sue, (or the lack thereof prior to the commencement of the foreclosure is an issue), of due process and jurisdiction in this matter and that such due process caused such injury to the plaintiffs.
- In this case, the plaintiffs argue that [a] the defendant lacked standing to commence the proceedings against the plaintiffs based upon knowingly false assignments of mortgages executed by fraudulent staff members and [b] that the defendants were never registered to do business in the State of New York at the time of the commencement of the proceedings or prior to the judgment thereof, and [c] that the defendants' lacked the legal capacity to sue because of the security exchange commission reports and the OCC filings of a cease and desist order based upon information and belief.

**Constitutional Claims:**

- The issue of justice must comport to the safeguards of equal protection of the laws.
- In this case, the plaintiffs argue that defendant deliberately hid its lack of capacity to sue or to



commence any such foreclosure proceedings against the plaintiffs prior to the action.

- Upon information and belief, defendant (being only a trustee), did not have standing because of the defective, fraudulent assignments of mortgages and the unknown persons who executed these assignments-robo-signors, without any firsthand knowledge of the note or mortgage.
- This is not about the '...foreclosure case itself or the judgment...', but the status and standing of the defendant's ability to commence the proceedings prior to the action itself.
- Upon information and belief, defendant did not have any updated security exchange commission filings with the pooling agreement on record with the agency.
- Upon information in belief, the office of the comptroller of currency did not have any records that the defendant submitted any evidence of its existence prior to the '**...commencement of the foreclosure proceedings...**', thereby causing a typical hardship by the unconstitutional actions against plaintiffs.
- That the defendant lacked standing from the beginning and prior to the foreclosure action, did not have proper and legal standing.

- That the assignment of mortgage prior to the commencing proceedings is defective.
- That the defendant lacked jurisdiction and was not registered as a business or to conduct its business in the State of New York since the secretary of the state did not receive its filings for such activities to do business.
- That the assignments of mortgages, all five assignments were defective, fraudulent and violated the due process rights of the plaintiffs herein.
- That the defendant did not have the capacity to sue the plaintiffs prior to the '...commencement of the proceedings against plaintiffs.
- Plaintiffs have stated a claim for which relief can be granted.
- Despite the foreclosure process, the plaintiffs are not questioning the '....facts of the foreclosure or the manner....', the plaintiffs are arguing that prior to the action, the defendant failed to have legal rights to commence the action.
- Thus, because defendant failed to establish an interest in the note or mortgage at the time it filed suit, it had no standing to invoke the jurisdiction of the common pleas court."

- In this case, plaintiffs contend that the defendant lacked the legal capacity '...prior to the commencement of the action and standing to sue.
- Despite the current legal status of the foreclosure proceeding and its appeal, the plaintiffs are not arguing the issues on the foreclosure, its raising issue with the defendant lacking standing prior to the commencement thereof.
- Plaintiffs have been injured as a result of the actions of the defendant.
- The defendant were engaging in unconstitutional actions and such federal agencies that regulate these types of defendants (banks) must have inherent powers and authority to adjudicate this action.
- Plaintiff sues for compensatory and punitive damages in the sum of \$350,000.00 based upon the illegality of the foreclosure and the subsequent illegal foreclosure proceedings.
- That defendant, upon information and belief, engaged in deception with regards to the assignment of mortgages prior to the commencement of the state proceedings.



- That the defendant participated in a scheme to  
'...illegally and unconstitutionally foreclose upon a  
mortgage that is not her or her as a borrower...' [].
- That the plaintiffs did not borrow any funds from  
either defendant or the actual lending party or its  
assigns.
- Defective assignment of mortgage exist prior to the  
commencement of these proceedings thereby warranting  
that the entire case by the constitution be dismissed.
- That the relief sought herein is to discharge the  
entire mortgage attached thereto to the premises owned  
by the plaintiffs.
- There are genuine issues of material facts in this  
case that warrant adjudication and relief of the  
mortgage by way of discharge.
- That plaintiffs reserve their right to amend the  
complaint if after discovery other party defendants  
are named or discovered who participated in such  
violations.

WHEREFORE, your deponent respectfully prays for an order granting this complaint and the damages in a non-jury trial or virtual trial settings and to discharge the loan from plaintiff's credit report and sanctions along with \$ 680,000.00 dollars in damages against the defendants and or discharge of mortgage for such other and further relief this court may deem just, proper and equitable.

Date: October 10. 2023

Kings County, New York

/s/   
Vira Lynn Jones

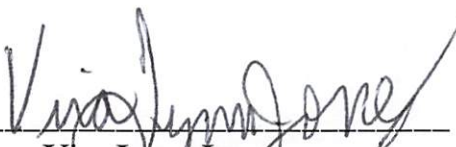
/s/ 

Phillip Jones

Mailing: 1159 Bedford Ave  
Brooklyn, NY 11236

VERIFICATION

I, Vira Lynn Jones, appearing pro-se herein, being duly sworn, depose and states under the penalties of perjury, 28 USC 1746, that the foregoing is true and correct and as to matters based upon information and belief, the deponent believes to be true to the best of my knowledge.

/s/   
Vira Lynn Jones

# EXHIBIT A

**POWER OF ATTORNEY  
FOR  
PHILLIP SNORTIA JONES, JR.**

**Dated: April 3, 2023**

I, Phillip Snortia Jones, Jr, with an address located at 5320 Raven Drive, Charleston, West Virginia 25306, being of sound mind, hereby duly authorize my sister, Vira Lynn Jones, who has been my property manager for 16 years, with an address located at 130 Greene Avenue, Brooklyn, New York 11238, as my true attorney-in-fact and my true representative to act on my behalf of my name and place. Vira Lynn Jones is authorized, as my sole agent, to perform the following duties and responsibilities on my behalf for my following properties noted below located in Brooklyn, New York:

**1157 Bedford Avenue, Brooklyn, New York 11216; and  
1159 Bedford Avenue, Brooklyn, New York 11216**

This Power of Attorney will be in effect on the 3rd day of April 2023, and it will be terminated on the date that I will note in a written notice to Vira Lynn Jones.

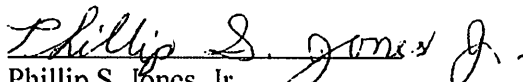
I grant my designated agent, Vira Lynn Jones, authority with respect to the following subjects defined in Sections 5-150-2A through 5-15-2-N of the New York General Obligation Law, to act on my behalf and will perform the following responsibilities:

- (a) My agent, Vira Lynn Jones, will represent me and my interests pro se in all New York City court appearances related to the above-mentioned properties. Vira is authorized to make all decisions which serve my best interests to remedy all issues; and
- (b) My authorized agent, Vira Lynn Jones, will represent me and my above-mentioned properties, by negotiating with attorneys and/or New York legal entities and the courts to resolve all issues and transactions that may arise; and
- (c) My authorized agent, Vira Lynn Jones, shall have my authorization to speak on my behalf on all legal issues and matters that may arise regarding my properties located at the above-mentioned properties; and
- (d) My authorized agent, Vira Lynn Jones, shall have the authorization to sign all legal documents in the City and State of New York in connection with all transactions, concerns and issues connected with the above-mentioned properties to seek a resolution to all legal or other issues that may arise.

The Power of Attorney will remain in effect until I revoke it, or if it is terminated by or upon my death or other events beyond my control as described in Section 5-1511 of the General Obligations Law.

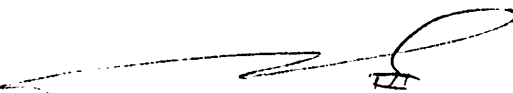
### SIGNATURE AND ACKNOWLEDGMENT

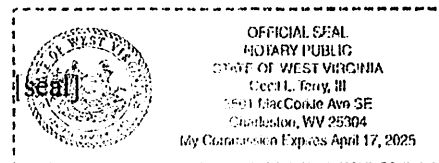
IN WITNESS WHEREOF, I have signed my name this 8 day of April 2023.

  
Phillip S. Jones, Jr.

State of West Virginia            )  
  ): ss.  
County of Kanawha                )

On this 8 day of March 2023, before me the undersigned appeared, Phillip S. Jones, Jr. personally known to me or proved to me based on satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged by me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted and executed the instrument.

  
Notary Public Signature

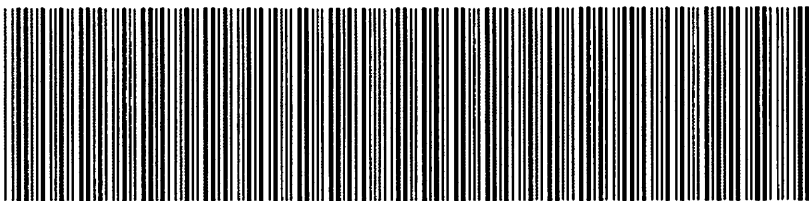




# **EXHIBIT B**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2010101900574001001E94FC

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 3**

**Document ID: 2010101900574001**

Document Date: 10-12-2010

Preparation Date: 10-19-2010

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 1

**PRESENTER:**

HOLD FOR PICK-UP-SUZANNE MANGO  
PRIME TITLE-PT 94036  
410 NEW YORK AVENUE  
HUNTINGTON, NY 11743  
631-870-1100  
mbrenner@primetitlellc.com

**RETURN TO:**

HOLD FOR SUZANNE MANGO PICK UP  
PILLAR PROCESSING LLC  
220 NORTHPOINTE PARKWAY, SUITE G  
AMHERST, NY 14228  
716-204-2400

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	1822	4	Entire Lot	1159 BEDFORD AVENUE
<b>Property Type: DWELLING ONLY - 1 FAMILY</b>				

**CROSS REFERENCE DATA**

CRFN: 2006000482780

**PARTIES**

**ASSIGNOR/OLD LENDER:**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS  
INC.  
3300 SW 34TH AVENUE, SUITE 101  
OCALA, FL 34474

**ASSIGNEE/NEW LENDER:**

HSBC BANK USA NATIONAL ASSOCIATION  
3476 STATEVIEW BOULEVARD  
FT. MILLER, SC 29715

x Additional Parties Listed on Continuation Page

**FEES AND TAXES**

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:			\$ 0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	\$ 0.00
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		
TASE:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
<b>TOTAL:</b>	<b>\$ 0.00</b>		
Recording Fee:	\$ 42.00		
Affidavit Fee:	\$ 0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK**

Recorded/Filed 11-04-2010 12:07

City Register File No.(CRFN):

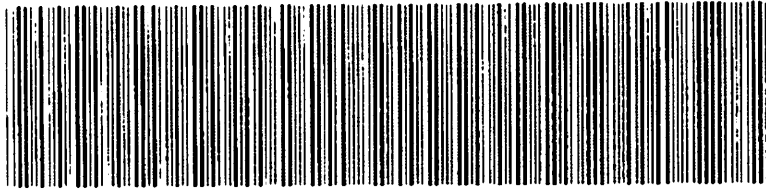
2010000367948



*Annette McMill*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2010101900574001001C967C

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 3**

**Document ID:** 2010101900574001

**Document Date:** 10-12-2010

**Preparation Date:** 10-19-2010

**Document Type:** ASSIGNMENT, MORTGAGE

**PARTIES**

**ASSIGNOR/OLD LENDER:**

FIRST UNITED MORTGAGE BANKING CORP  
3300 SW 34TH AVENUE, SUITE 101  
OCALA, FL 34474

**PARTIES**

**ASSIGNEE/NEW LENDER:**

NOMURA HOME EQUITY LOAN INC HOME EQUITY  
LOAN  
3476 STATEVIEW BOULEVARD  
FT. MILL, SC 29715

**ASSIGNEE/NEW LENDER:**

TRUST SERIES 2007-1  
3476 STATEVIEW BOULEVARD  
FT. MILL, SC 29715

## ASSIGNMENT OF MORTGAGE

Original Lender: Mortgage Electronic Registration Systems, Inc., as nominee for First United Mortgage Banking Corp.

Know that,

Mortgage Electronic Registration Systems, Inc., as nominee for First United Mortgage Banking Corp., 3300 SW 34th Avenue Suite 101, Ocala, FL 34474, assignor,

in consideration of the sum of One and No/100th Dollars and other good valuable consideration dollars, paid by

HSBC Bank USA, National Association, as Trustee for the holders of Nomura Home Equity Loan, Inc., Home Equity Loan Trust, Series 2007-1, 3476 Stateview Boulevard, Ft. Mill, SC 29715, assignee

hereby assigns unto the assignee, a certain mortgage made by PHILLIP JONES, given to secure payment of the sum of Six hundred and eighty thousand dollars (\$680,000.00) and interest, dated the 11th day of August, 2006, recorded on the 25th day of August, 2006, in the office of the City Register of the City of New York, at Instrument No. 2006000482780,

covering premises 1159 BEDFORD AVENUE, BROOKLYN, NY 11216, County of Kings  
SBL #BLOCK 1822 LOT 4,

together with the Assignor's beneficial interest under the Mortgage, and the moneys due and to grow due thereon with the interest,

This said mortgage has not been otherwise assigned of record.

**TO HAVE AND TO HOLD** the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

**THIS** Assignment is not subject to the requirement of Section 275 of the Real Property Law because it is within the secondary mortgage market.

**IN WITNESS WHEREOF**, the Assignor has caused these presents to be signed by its duly authorized officer this 12th day of October, 2010.

**IN PRESENCE OF**

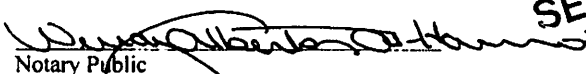
Mortgage Electronic Registration Systems, Inc., as  
nominee for First United Mortgage Banking Corp.

BY:   
Herman Kennerty, Assistant Secretary

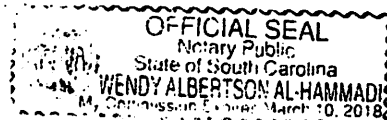
State of South Carolina

County of York ss:

On this 12th day of October, 2010, before me, the undersigned, a notary public in and for said state, personally appeared Herman Kennerty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Fort Mill, South Carolina. (Insert city or political subdivision and state or other place acknowledgment taken--- if acknowledgment is taken outside of New York State)

  
Notary Public

SEAL



State of South Carolina  
2201 ...  
Address ...

K.R.

94036

Phillip S. Jones  
1157 Bedford Avenue  
Brooklyn, New York 11216  
July 17, 2023

**VIA EMAIL:**

Adam Speregen, Esq.  
Associate Attorney  
Gross Polowy  
900 Merchants Concourse  
Suite 201  
Westbury, New York 11590

Dear Mr. Speregen:

RE: **Requesting Official Payoff Letter of \$1.5 million**  
1159 Bedford Avenue  
Brooklyn, New York 11216  
Account No.: 0534617865

This letter is a follow up to the discussion at the July 13, 2023, court appearance before Brooklyn Supreme Court Law Clerk Joseph D. Etra. In that meeting, Mr. Etra and the representatives from Wells Fargo Bank instructed me to submit an official letter to Gross Polowy for the agreed upon \$1.5 million agreed upon payoff for on 1159 Bedford Avenue, Brooklyn, NY 11216.

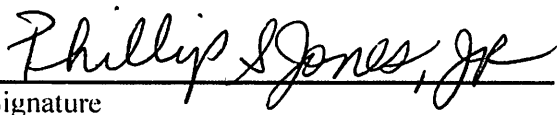
I have notified the funder to prepare the proof of funding letters and will submit them to you asap.

I want to also confirm that John Krilla, Mauricio Magana and Vira Lynn Jones, have been authorized to negotiate on my behalf to resolve all issues to resolve the payoff for 1159 Bedford Avenue, Brooklyn, New York 11216.

Dated: July 17, 2023

Sincerely,

Phillip S. Jones, Jr.  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature



\$1.5 million  
accepted 7/13/2023

1159 Bedford Ave



The law firm of Gross Polowy, LLC and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

June 30, 2023

Vira Lynn Jones  
securaven2011@gmail.com

Property: 1159 BEDFORD AVENUE, BROOKLYN, NY 11216  
Loan Number ending in: 7865  
File Reference No: 00-303199

This letter is in response to your request for a payoff amount on the above mortgage loan. The name of the creditor to whom the debt is owed is HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF NOMURA HOME EQUITY LOAN, INC., HOME EQUITY LOAN TRUST, SERIES 2007-1 and the loan servicer is Wells Fargo Home Mortgage. If you were granted a discharge in bankruptcy, or currently in bankruptcy, this letter is not an attempt to collect a debt, not a demand for payment, and not an attempt to impose personal liability for that debt, but rather it is in response to your request and for information only.

As of the date of this letter, the payoff amount consists of the following:

Judgment Amount	\$1,072,368.23
Interest on judgment amount 12/16/15 - 07/13/17 @ 8.125%	\$137,259.46
Interest on judgment amount 07/14/17 - 06/30/23 @ 9.000%	\$575,641.39 <i>delete</i>
Attorney Fees/Costs/Allowances Granted per Judgment	\$1,665.00
Escrow 12/16/15 - 06/30/23	\$62,273.64
Interest on Advances 12/16/15 - 07/13/17 @ 8.125%	\$1,219.58 ✓
Interest on Advances 07/14/17 - 06/30/23 @ 9.000%	\$21,282.18 ✓
PAYOFF AMOUNT GOOD THROUGH June 30, 2023	\$1,871,709.48

**Foreclosure Proceedings May Continue**

Issuance of this payoff letter does not stop the foreclosure action, or the payment of taxes, insurance or other allowable amounts on your account. In the event that you intend to payoff this loan in the future, the additional anticipated amounts through July 28, 2023 are as follows:

Law Clerk: Joseph D. Etra

BSMMA NEWYORK <seeuraven2011@gmail.com>

**FW: scan**

4 messages

Joseph D. Etra <jetra@nycourts.gov>  
To: "seeuraven2011@gmail.com" <seeuraven2011@gmail.com>  
Cc: "sgreenberg@hinshawlaw.com" <sgreenberg@hinshawlaw.com>

Fri, Jul 14, 2023 at 12:22 PM

Judge Martin apparently was out today on a personal matter so I asked the administrative judge, Judge Knipel, what he wished to do. The attached order resulted. (Plaintiff is free to seek to restore the matter if the settlement discussions are unsuccessful.)

-----Original Message-----

From: Etra, Joseph <jetra@nycourts.gov>  
Sent: Saturday, July 15, 2023 12:52 PM  
To: Joseph D. Etra <jetra@nycourts.gov>  
Subject: scan

Please be CAREFUL when clicking links or opening attachments.

📎 jones.pdf  
113K

BSMAA Brooklyn <seeuraven2011@gmail.com>  
To: "Joseph D. Etra" <jetra@nycourts.gov>  
Cc: "sgreenberg@hinshawlaw.com" <sgreenberg@hinshawlaw.com>

Fri, Jul 14, 2023 at 12:24 PM

Thank you for the update.

[Quoted text hidden]

--

Vira Lynn Jones  
Executive Director  
Bedford Stuyvesant Museum of African Art (BSMAA)  
1157 Bedford Ave., Ste. 1  
Brooklyn, NY 11216  
(646) 330-2748  
IG: @bedstuymaaa

BSMAA Brooklyn <seeuraven2011@gmail.com>  
To: "LLWRINGS1@YAHOO.COM" <LLWRINGS1@yahoo.com>

Sat, Jul 15, 2023 at 2:31 PM

Derrick:

I received this on Friday. The sale has been cancelled.

[Quoted text hidden]

BSMAA Brooklyn <seeuraven2011@gmail.com>  
Draft To: John Krilla <johnkrilla.hfg@gmail.com>, Mauricio Magana <casablancamauricio@yahoo.com>

Mon, Jul 17, 2023 at 10:42 AM

Folks>

This is the order to cancel the auction sale on 1157 Bedford Avenue. I have attached the payoff that was presented to me at the July 13, 2023 court date.

[Quoted text hidden]



BSMMA NEWYORK <seeuraven2011@gmail.com>

**RE: Payoff Letter Offer Attached Below GPS 00-303199 1159 Beford Avenue**

1 message

**Loss Mitigation** <Lossmitigation@grosspolowy.com>

Tue, Sep 12, 2023 at 8:16 PM

To: "seeuraven2011@gmail.com" <seeuraven2011@gmail.com>

Cc: "johnkrilla.hfg@gmail.com" <johnkrilla.hfg@gmail.com>, "Kathleen E. Puscheck (x8028)" <kpuscheck@grosspolowy.com>, "Adam B. Speregen (x1770)" <asperegen@grosspolowy.com>

Good Evening,

The servicer has advised the short payoff offer was to be received shortly after the 7/13/23 conference. In addition, proof of funds and a contact for an interior appraisal was never provided. The servicer has advised a full retention review is needed prior to being reviewed for any liquidation.

Thank You,

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

From: asperegen@grosspolowy.com

Sent: Friday, August 25, 2023 4:45 PM

To: seeuraven2011@gmail.com; Lossmitigation@grosspolowy.com;

Cc: johnkrilla.hfg@gmail.com; kpuscheck@grosspolowy.com;

Subject: RE: Payoff Letter Offer Attached Below GPS 00-303199 1159 Beford Avenue

Good Afternoon:

I have received your letter attached to the e-mail and it will be sent to Wells Fargo for review.

Just to be clear, the servicer did not agree to your offer- at the 7/13/23 conference, the servicer agreed to review your offer provided you sent in a new written offer, with an estimated closing date, and info as to where the finds would be coming from.

Thank you,

Adam Speregen  
Associate Attorney

900 Merchants Concourse, Suite 201  
Westbury, NY 11590  
Direct: 716 204 1770  
Fax: 716 362 8054  
asperegen@grosspolowy.com <mailto:asperegen@grosspolowy.com>

From: BSMAA Brooklyn <seeuraven2011@gmail.com>  
Sent: Friday, August 25, 2023 4:24 PM  
To: Adam B. Speregen (x1770) <asperegen@grosspolowy.com>; Loss Mitigation <Lossmitigation@grosspolowy.com>  
Cc: John Krilla <johnkrilla.hfg@gmail.com>; BSMMA NEWYORK <seeuraven2011@gmail.com>  
Subject: Payoff Letter Offer Attached Below

Dear Mr. Speregen, Esq. and

Mia Daphene Ubibes

In an update regarding our July 13, 2023 Supreme Court date, I have attached the requested later for your review. In court before the law clerk, Wells Fargo's attorneys agreed to a \$1,500,000 settlement.

I would appreciate the official payoff letter from your law firm. Could I request that it be good until September 30, 2023.

John Krilla should provide the proof of funds. Updated information for the appraiser is coming.

I look forward to hearing from you. John Krilla and Vira Jones have my authorization to speak on my behalf to resolve this matter.

Sincerely,

Phillip S Jones

cc: John Krilla  
Vira Jones

-

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

To OPT OUT of further email communication from Gross Polowy LLC please send an email to [optout@grosspolowy.com](mailto:optout@grosspolowy.com) with the subject "OPT OUT".

**CONFIDENTIALITY NOTICE:**

This e-mail and the documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individuals or entities named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this e-mailed information is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by e-mail at the address above. The transmission is to be deleted and any items that may have been printed are to be destroyed. Thank you for your compliance.



# **EXHIBIT C**

August 24, 2023

Phillip Jones  
1159 Bedford Avenue  
Brooklyn, New York 11216

**Via Email – [asperegen@grosspolowy.com](mailto:asperegen@grosspolowy.com)**

Alan Speregen, Esq.  
Associate Attorney  
Gross Polowy  
900 Merchant Concourse, Ste 201  
Westbury, New York 11590  
and

**[Lossmitigation@grosspolowy.com](mailto:Lossmitigation@grosspolowy.com)**

Mia Daphene Ubiles  
Manager - Home Retention, RJI & Scheduling  
Gross & Polowy

Dear Sir/Madam:

**RE: Providing \$1,500,000 Payoff Offer  
Wells Fargo Loan Account  
Loan No. 0534617865**

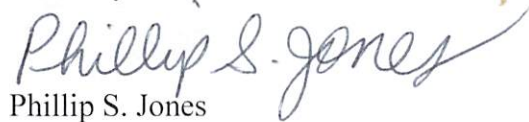
This letter is a follow up to the Supreme Court July 13, 2023, date in downtown Brooklyn. In that meeting Gross Polowy, along with the Wells Fargo lawyers, agreed to a \$1,500,000 million settlement on 1159 Bedford Avenue, Brooklyn, New York 11216.

While those funds are in place, the mortgage funder will need 35 to 45 days to close because the appraisal needs to be updated since it is now a year old.

I am looking forward to receiving the official payoff letter from you dated thru September 30, 2023. However, we will look to closing this out sooner, if possible.

Please forward the payoff good thru September 30, 2023 to my email address, [securaven2011@gmail.com](mailto:securaven2011@gmail.com), and copy also to email [johnkrilla.hfg@gmail.com](mailto:johnkrilla.hfg@gmail.com).

Sincerely

  
Phillip S. Jones

# **EXHIBIT C**

**Copy of Brooklyn, Kings County,  
Supreme Court Filing**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Index No. 51165/2014

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\_\_\_\_X  
HSBC BANK USA, NATIONAL ASSOCIATION,  
AS TRUSTEE ON FOR THE HOLDERS OF NUMURA  
HOME EQUITY LOAN, INC., HOME EQUITY  
LOAN TRUST, SERIES 2007-1,

Plaintiff,

-VS.-

Mortgaged Premises:  
1159 Bedford Avenue  
Brooklyn, N.Y. 1121  
Blk: 1822/Lot: 4

PHILLIP JONES, et. al.,

Defendants.

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\_\_\_\_X

**NOTICE OF MOTION**

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**SIRS:**

**PLEASE TAKE NOTICE**, that upon the annexed affidavit of Defendant PHILIP JONES, sworn to on the \_\_\_\_ day of May, 2023 and exhibits annexed thereto, and upon all pleadings and prior proceedings heretofore had. herein, this Defendant, *appearing pro se*, will move this Court, before the Hon. Cenceria Edwards., at Part \_\_\_\_, Courtroom \_\_\_\_ of the Supreme Court, County of the Kings,

located at 360 Adams Street Brooklyn, NY 11201, on the 7<sup>th</sup> day of June 2023, at 10:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, for an Order granting the following relief:

(a) To direct that a hearing be held, to determine whether the plaintiffs, in the respective actions, and/or through its servicer(s) met their obligation to negotiate in good faith pursuant to CPLR 3408(f). to settle these foreclosure action through a "short pay" as requested by the undersigned, but deliberately ignored by them, and upon finding of such bad. faith, to direct that they fulfill their promises to complete and accept said short pays in full settlement of these actions;

(b) To stay all further proceedings under the directives of the Court Order dated January 9, 2023, including Confirmation of the Referee's Report, directing Entry of a Judgment of Foreclosure and to schedule and conduct a foreclosure sale, etc.; and

(b) For such other and further relief as the Court may be just and proper.

PLEASE TAKE FURTHER NOTICE, that pursuant to CPLR §2214(b) answering affidavits, if any, are required to be served upon the undersigned at least seven (7) days before the return date of this motion.

Dated: May , 2023  
Brooklyn, New York



Very truly yours,

---

VIRA LYNN JONES  
*Appearing Pro Se upon behalf  
of Defendant Phillip Jones under  
Power of Attorney*  
1157 Bedford Ave.  
Brooklyn, N.Y. 11206  
Tel.: (     )-

To: Anthony J. Rooney, Esq.  
Gross Polowy, LLC  
*Attorneys for Plaintiff*  
1775 Wehrle Drive, Suite 100  
Williamsville, N.. 14221  
Tel.: (716) 204-1700

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Index No. 51165/2014

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\_\_\_\_X  
HSBC BANK USA, NATIONAL ASSOCIATION,  
AS TRUSTEE ON FOR THE HOLDERS OF NUMURA  
HOME EQUITY LOAN, INC., HOME EQUITY  
LOAN TRUST, SERIES 2007-1,

Plaintiff,

-VS.-

PHILLIP JONES, et. al.,

Defendants.

---

\_\_\_\_X

SUPPORTING AFFIDAVIT

---

STATE OF WEST VIRGINIA}

SS:

COUNTY OF KANAWHA}

PHILLIP S. JONES, being duly sworn deposes and says:

1. I am the Owner of the subject property and the Borrower Defendant in the above-captioned Foreclosure Action and the related foreclosure actions set forth below, being represented by my sister Vira Lynn Jones, ("Vira"), acting pro se, under a Power of Attorney I provided Vira dated April 3, 2023, copy of which is annexed as **Exhibit A**.

2. I am fully familiar with the surrounding facts and circumstances alleged in this affidavit, based upon personal knowledge; based upon information I obtained in conversations with Vira as to her discussions and negotiations with the Lender; and upon my review of pertinent documents.

3. I submit this affidavit in support of the instant motion for a hearing pursuant to CPLR §3408, for a settlement conference to determine, as contended by the undersigned, that the Lender and/or its Servicer was acting in bad. faith in negotiations with us in refusing to provide a “Short Pay” to settle this action, as promised.

4. In the event the court determines that the plaintiff had. failed to negotiate in good faith to reach a mutually agreeable resolution in the mandatory foreclosure settlement conferences, it has the authority to impose a sanction or remedy, as provided in CPLR §3408, discussed below, allowing the Court to conduct a hearing to determine if the Lender acted in bad. faith in the settlement negotiations, and upon such finding, to enforce a settlement promised or agreed upon, as provided in the statute, and applicable case law).

#### BACKGROUND FACTS

5. The following information was provided to me by my sister, Vira, to whom I gave the aforementioned power of attorney to assist me in

defending this action and engaging in settlement discussions with the Lender/ and/or Lender's servicer, or their attorneys.

6. Hence, all the information as set forth below concerning the negotiations with the Lender and/or Lender's servicer in seeking a Short Pay is based upon conversations with other and documents which I reviewed so that I can submit this affidavit.

7. In both foreclosure actions, the Gross Polowy LLC firm was the attorney for the Plaintiffs in both actions, (HSBC Bank, USA, National Association, as Trustee, et. al. in this action, (U.S. National Bank, as Trustee, et. al, in the companion foreclosure action [Index No. 501732/2015]) seeking to foreclose the 1159 Bedford Ave. property also owned by me, and where in both actions I am the named Defendant borrower. Justice Cenceria Edwards is presiding over this action, as she is over the companion foreclosure action referenced above.

8. However, as set forth below, in relation to the failed negotiations to obtain a mortgage settlement, first through loss mitigation, and presently through a "short pay" they were both with the Gross Polowy firm, and its associates.

9. This all began in early May 2021 when Vira, with my knowledge and consent, hired Ms. Yolanda Corion, Esq. ("Ms. Corion")

as my attorney to represent me in these actions and more particularly to obtain payoff letters and refinance my two properties.

10. Previously, Ms. Andrea Gross, Esq. had. represented me, but she had failed to do so in a competent manner. Hence I switched attorneys to Ms. Corion at the suggestion of my mortgage broker, Patrick Poux. ("Mr. Poux")

11. However, Ms. Corion also proved inadequate to the task, failing to resolve any of the problems with the negotiations to obtain a settlement, and in failing to update me with regard to the issues of the payoff letters and in obtaining refinancing despite my continuous requests.

12. As of July 2021, I continued to pressure her for an update on the payoff letters and a potential refinance to take me out of foreclosure only for her to advise me not to worry, and that "I had. time", which turned out not to be the case, as each action proceeded without a settlement.

13. As of September 2021 I continued to ask Ms. Corion for a monthly update, again being advised by her that "we are getting close" a representation which turned out to be false, as subsequent events set forth below proved.

14. Thus, by November 2021, Ms. Corion no longer advised that a settlement could be reached, but instead she advised that my only

option was to sell the properties, to which I responded that I was not interested.

15. In fact, in December 2021, I was told by Mr. Poux that contrary to my wishes, Ms. Corion secretly contacted him to buy the properties from me, to which he refused, which I am told is a clear violation of the ethical duty Ms. Corion owed me as my attorney.

16. By February 2022, with my knowledge and consent, Mr. Poux was engaged in discussions with one Bruce Nguyen ("Mr. Nguyen"), who owns mortgage banks, to obtain from him a "refinance bailout" for me on both properties.

17. However, it was not until April 2022 that Ms. Corion advised me of this bailout option with Mr. Nguyen, only to find out that she failed reach out to him about this bailout refinance until July 2022.

18. In August 2022 I learned that Mr. Nguyen was ready to do the bailout refinance, with funding in place, but at that time Ms. Corion failed to negotiate with the respective Lenders or their servicers to obtain the necessary pay-off letters for both properties.

19. In October 2022 Mr. Poux initiated negotiations with the respective Servicers for the Lenders for each property, Select Portfolio Servicing, Inc. ("SPSI") for the Lender of the 1157 Bedford Avenue

property in the companion foreclosure action; and Wells Fargo Bank for the Lender of the 1159 Bedford Avenue property in this foreclosure action.

20. By November 2022, Mr. Poux had. successfully negotiated the mortgage payoff amounts for a “short payoff”, but Ms. Corion again failed to communicate with the Lenders to complete the deal.

21. By December 2022, the two servicers had. agreed to a short payoff amount, but one servicer, Wells Fargo had. failed to provide the payoff letters that were required, for the 1159 Bedford Avenue property. Accordingly, Mr. Poux advised me at that time to dismiss Ms. Corion as my attorney, because she was hindering me from obtaining a short payoff, which I did. He also suggested that I write a letter to both servicers and the Gross Polowy firm, of my actions in dismissing Ms. Corion, which I did.

22. I also learned for the first time in December 2022 that both properties were facing auction sale dates, particularly the 1159 Bedford Avenue property, facing a scheduled foreclosure auction sale date of February 9, 2023.

23. By January 2023, after all parties received my ;letter dismissing Ms. Corion as my attorney, Gross Polowy, SPSI and Wells Fargo initiated a response. However, shortly after, in February 2023 Mr. Poux became incapacitated, leaving me alone to deal with everyone in seeking a short

payoff. While SPSI did provide a short payoff upon behalf of its principal, I was unable to obtain necessary short payoffs on second mortgages that were on either property.

24. While ignoring my attempts at negotiating a short pay, the Gross Polowy firm, representing this plaintiff, having already obtained a judgment of foreclosure, a Referee's report and related relief, moved for a foreclosure sale, which was granted by this Court by Order dated January 9, 2023 (Web-civil Doc. # 157) directing a sale of the property, and related omnibus relief.

25. Also at that time, after Mr. Poux's incapacitation, \ communications with representatives of the servicer, Wells Fargo, that Mr. Poux had. been dealing with, refused to communicate with me, despite my several requests, including e-mails I sent to them.

26. In February 2023, when it became obvious to me that the lender was not acting in good faith in steadfastly refusing to provide me with a short payoff, or even communicate with me about it, through a non-lawyer advocate, I filed an Order to Show Cause to stay the above-mentioned February 9, 2023 auction sale on 1159 Bedford Avenue.

27. Although both servicers, SPSI and Wells Fargo had verbally committed to a short payoff, causing Mr. Poux to draft HUD-1 Statements



showing that I am ready, willing and able re-finance cover the short pay. However, once Mr. Poux became incapacitated, the two representatives from Wells Fargo, with whom he was communicating, never answered any of our calls. Copies of these HUD-1 statements for both properties are annexed as **Exhibit B**.

28. In March 2023 and to the present time, upon my request of the Gross Polowy firm to provide short pay letters, but Brian Warren, a legal assistant for that firm, engaged in the duplicitous practice of sending me e-mail communications for a modification package, which was not what I wanted and had. been negotiating, and which was the same package that he and Wells Fargo, the servicer had. been repeatedly sending me for the last 5 years, so nothing was resolved.

29. The chronology of some of the more recent e-mail communications between my sister, Vira and Brian Warren ("Brian"), legal assistant for Gross Polowyi in reference to attempting to get a short pay resolution, only to be thwarted by that firm may be summarized as follows:

a. On January 13, 2023, by e-mail communication from Vira to Krystal L Sommers ("Krystal") Vira stated that she had been advised that they would be able to obtain a payoff letter for the second lienholder; only for Krystal to respond by email the same day that they do

not have any such files for the second lienholder;

b. On February 15, 2023, Krystal e-mails that she does not handle “short sale requests” (even though I never requested a short sale, but rather a “short-pay” which is a completely different transaction)

c. An e-mail the same day to Krystal, advising her that I do not want a “short sale” but rather a “short pay(off), complaining to her that this reflects a total lack of due diligence on their part

d. On March 4, 2023, an e-mail from Brian to Vira completely switching the agenda from processing a short- pay(off)” to a loan modification, thus completely ignoring our requests.

e. April 1, 2023, e-mail from Brian to me, requesting documents allegedly for over three years, for loss mitigation, despite his being told countless times that I do not want loss mitigations, but rather a ‘short pay” in settlement, where I was obtaining the funding to satisfy that obligation, once agreed upon;

f. An April 1, 2023 e-mail from Vira to Brian, complaining to him that she did not want a loan modification (she had requested a short pay-off) so that the information he had been requesting for over three years was simply a stalling tactic; also, that his claim that she made \$2,000<sup>1</sup> in

income was baseless, considering that she is retired;

g. An April 4, 2023 e-mail from Brian to Vera, disputing that he is stalling, while insisting that the information he has been seeking was needed to proceed with loss mitigation, again ignoring her statements that I wanted a short-pay instead:

h. An April 15, 2023 e-mail from Brian to Vira, sent by him to “follow up” up by asking for the same documentation while ignoring her pleas that I wanted a short pay settlement instead;

i. An April 29, 2023 e-mail from Brian to Vira, sent by him to again “follow up” on previous requests for information;

j. An April 30, 2023 e-mail from Vira to Brian, reiterating for the “umpteenth” time our request for a short-pay;

k. A May 1, 2023 e-mail from Brian to Vira asking her to call a certain number for a “pay-off letter”, which appeared to mean that they finally acknowledged our request for a short pay;

l. A May 13, 2023 e-mail from Brian to Vira, retracting

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Representatives from Gross Polowy made an issue over a year about a \$2000 amount that showed up in Phillip Jones' documents. We both believe that the bank and the law firm had a hand in this. Phillip had not worked since he retired in 2012. They kept insisting that he present the W-2 or a letter from the company about the \$2000. It has appeared again in the emails. Phillip and I had refinance funding at that time but because of the long delay over this issue, the funders pulled out. Just as they have in January 2022 after waiting for those payoff letters

whatever promises to provide a short pay by again requesting the same information for a loss mitigation settlement. Copies of these e-mails with Wells Fargo's representatives are annexed collectively as **Exhibit C**.

30. Thus, these e-mails reflect that despite my continuous requests for a short pay, both representatives from Wells Fargo Brian Warren of the Gross Polowy, engaged in the duplicitous practice of sending me e-mail communications for a modification package which had gone on for the last 5 years, while ignoring my HUD- 1 Statements showing that I had the funding in place to consummate a short pay(off) that which I had requested from them and which they had acknowledged indicating the height of bad faith.

31. It is also important to note that about seven years ago, I had. been given modifications on both properties for a two-year period, but even though I fully complied with the payment programs, neither mortgage was reinstated, telling me that nothing could be done, with the lame excuse that I was living in West Virginia at the time and was not qualified for a mortgage. I was never told this when I obtained these mortgages in 2006 to buy the properties.

32. To make matters worse, in late March 2023, my advocate advised me that the Kings County clerk's office called him to notify him that

there was going to be a secret online auction of the 1157 Bedford Avenue property, and he moved to quash it, but it never got to the clerk's office. Apparently such an auction was not held but it caused me great stress that such an unlawful event was even threatened.

33. We are now in the Month of May 2023, and I was just notified that there is an auction sale scheduled for the 1157 Avenue property in that foreclosure action, scheduled for July 7, 2023, copy of which is annexed as **Exhibit D**.

34. Recently, Mr. Nguyen has obtained for me a source to fund a refinance of the properties, to finance and take out the amounts of both mortgages, as well as all second mortgages, that should have been arrived at through short pay agreements with both Plaintiffs but is prevented from doing so because of Plaintiff's bad. faith in refusing to negotiate and finalize these agreements.

35. Accordingly, it is clear that both Plaintiff's bad. faith conduct requires a hearing under CPLR 3408, as argued below, and that time is of the essence because this finding source will not be there too much longer., and the scheduled auction sale should be stayed or postponed until this matter is resolve in the Court.

ARGUMENT:

36. CPLR § 3408(f), regarding the requirement of good faith, reads in pertinent part:

“Rule 3408. Mandatory settlement conference in residential foreclosure actions:

...

**(f) Both the plaintiff and defendant shall negotiate in good faith to reach a mutually agreeable resolution, including but not limited to a loan modification, short sale, deed in lieu of foreclosure, or any other loss mitigation, if possible. Compliance with the obligation to negotiate in good faith pursuant to this section shall be measured by the totality of the circumstances, including but not limited to the following factors:**

*1. Compliance with the requirements of this rule and applicable court rules, court orders, and directives by the court or its designee pertaining to the settlement conference process;*

*2. Compliance with applicable mortgage servicing laws, rules, regulations, investor directives, and loss mitigation standards or options concerning loan modifications, short sales, and deeds in lieu of foreclosure; and*

*3. Conduct consistent with efforts to reach a mutually agreeable resolution, including but not limited to, avoiding unreasonable delay, appearing at the settlement conference with authority to fully dispose of the case, avoiding prosecution of foreclosure proceedings while loss mitigation applications are pending, and providing accurate information to the court and parties.*

37. Case law under CPLR 3408 reflects a clear legislative intent to aid homeowners threatened with foreclosure (see *Independence Bank v Valentine*, 113 A.D.3d 62 [2d Dept. 2013]). It mandates settlement conference proceedings ‘pertaining to the relative rights and obligations of the parties under the mortgage loan documents, including, but not limited to determining whether the parties can reach a mutually agreeable resolution

to help the defendant avoid losing his or her home, and evaluating the potential for a resolution in which payment schedules or amounts may be modified or other workout options may be agreed to, and for whatever other purposes the court deems appropriate" (see CPLR 3408[a]).

38. CPLR 3408(f) provides that both the plaintiff and defendant "shall negotiate in good faith to reach a mutually agreeable resolution, including a loan modification, if possible."

39. In the event the court determines that the plaintiff had failed to negotiate in good faith to reach a mutually agreeable resolution in the mandatory foreclosure settlement conferences, it has the authority to impose a sanction or remedy (see CPLR 3408; *Bank of America National Association v. Lucido* [2d Dept. 2014]; *Wells Fargo Bank, N.A. v Meyers*, 108 A.D.3d 9, 11 [2d Dept. 2013]). CPLR 3408 is silent as to sanctions or the remedy to be employed where a party violates its obligation to negotiate in good faith (see *Wells Fargo Bank, N.A. v Meyers*, 108 A.D.3d at 19).

40. In such absence, "courts have resorted to a variety of alternatives in an effort to enforce the statutory mandate to negotiate in good faith" (*id.*). The Appellate Division, Second Department has

recognized that a sanction of barring a foreclosure plaintiff from collecting interest for a period of time can be a provident exercise of discretion under the appropriate circumstances (see *U.S. Bank Nat. Assn. v Smith*, 123 A.D.3d 914 [2d Dept.. 2014]; *U.S. Bank, N.A. v Williams*, 121 A.D.3d 1098 [2d Dept.. 2014]; see generally *Norwest Bank of Minn., NA v. E.M.V. Realty Corp.*, 94 A.D.3d 835, 837 [2d Dept. 2012]; *Deutsche Bank Trust Co., Ams. v Stathakis*, 90 A.D.3d 983, 984 [2d Dept. 2011]; *Preferred Group of Manhattan, Inc. v Fabius Maximus, Inc.*, 51 A.D.3d 889, 890 [2d Dept.. 2008]),

41. As well, various courts have deemed the tolling or cancellation of interest, when tailored to the circumstances, to be an appropriate and authorized remedy (see *Wells Fargo Bank, N.A. v Meyers*, 108 A.D.3d at 20) (see e.g. *U.S. Bank Nat. Assn. v Thomas*, 40 Misc. 3d 1241(A) [Sup Ct, Kings County 2013]; *Wells Fargo Bank, N.A. v Ruggiero*, 39 Misc. 3d 1233[A] [Sup Ct, Kings County 2013]).

#### CONCLUSION:

37. Based upon the foregoing, showing that there was never a meaningful opportunity for myself to obtain a short pay as requested and promised through no fault on Defendant's part. This warrants that a



mandatory settlement conference be held under applicable provisions of CPLR §3408, at this time, while staying further court proceedings including the scheduling and conducting of any foreclosure auction sale in abeyance at this time, pending the outcome of that process.

---

PHILLIP S. JONES  
5320 Raven Drive  
Charleston, W.V. 25306  
Cell: (304)-546-3160  
Home: (304)-925-0946

SWORN TO BEFORE ME THIS  
\_\_\_\_ DAY OF MAY, 2023

---

NOTARY PUBLIC- STATE OF  
WEST VIRGINIA  
County of Kanawha  
My Commission expires:



BSMMA NEWYORK <seeuraven2011@gmail.com>

## Final Notice of Deficiency for LBERC2023-6 from NYC Small Business Services CRM:09834932

1 message

**Romney, Margo J. (SBS)** <MRomney@sbs.nyc.gov>  
To: Vira Jones <seeuraven2011@gmail.com>  
Cc: Vira Jones <seeuraven2011@gmail.com>

Tue, Oct 10, 2023 at 11:19 AM

cafe

neighborhoods

10/10/23

Vira Jones  
1157 Bedford Avenue  
Suite #1  
Brooklyn, NY 11216

Dear Vira Jones:

Thank you for submitting your Locally-Based Enterprise Recertification Application LBERC2023-6 for A.J. Archer Construction & Management Corp. with the New York City Department of Small Business Services ("SBS"). Upon review of your application, SBS has found that additional information and/or documentation is needed to complete the review of your application.

Therefore, please submit all outstanding documentation and/or information requested below to SBS within **THIRTY (30) DAYS** of this email notification.

Please provide the following:

### Missing Documents:

- **License/Permit:** Provide copies of any licenses, permits or certifications necessary for the business. Please submit a new Building Expeditor License; the one which was provided expired on 5/31/16. Please submit a new Filing Representative License; the one which was provided expired on 6/29/16.
- **Tax Return:** Entire 2022 and 2021 Federal, State, and City signed tax returns, including all schedules, as filed with the relevant tax authority.
- **3 Contracts/Invoices:** Please submit three (3) contracts or invoices for jobs performed within the last one (1) year including: name of client organization, organization contact, contact title, contact phone, date of job, description of specific tasks performed, dollar value of contract and percentage of work self-performed.
- **Accountant Letter:** Letter from the accountant verifying the current year's gross receipts. The letter has to be signed and the accountant's CPA license information has to be in the letter.

### PASSPort:

In order to receive contract opportunities, you must have a PASSPort account. To create an account in PASSPort, please go to [www.nyc.gov/passport](http://www.nyc.gov/passport). For assistance with PASSPort, please submit a support request to MOCS

here <https://mocssupport.atlassian.net/servicedesk/customer/portal/8> or email [bizhelp@sbs.nyc.gov](mailto:bizhelp@sbs.nyc.gov). Please be sure to complete the Vendor Enrollment Package after the PASSPort account has been approved.

Should you have any questions about your application please do not hesitate to contact me at [mromney@sbs.nyc.gov](mailto:mromney@sbs.nyc.gov) or 212-513-6431; you can also visit SBS Connect Support for assistance. We appreciate your timely cooperation and continued interest in getting certified as an LBE with the City of New York.

Sincerely,  
Margo J. Romney

**NYC Department of Small Business Services**  
**1 Liberty Plaza, 11<sup>th</sup> Floor · New York, NY 10006**  
**212.513.6431 tel · 212.618.8991 fax · 212.513.6306 tdd**  
[www.nyc.gov/sbs](http://www.nyc.gov/sbs)

New York City is committed to providing New Yorkers with excellent customer service. This commitment extends to routine agency inspections, which are necessary to protect the public's health and safety. The **Business Owners Bill of Rights** ensures that business owners are provided prompt, efficient and easily accessible services. To view the **Business Owners Bill of Rights**, visit [www.nyc.gov/bizrights](http://www.nyc.gov/bizrights).



BSMMA NEWYORK <seeuraven2011@gmail.com>

## RE: Please Review Attached Letter

2 messages

**Brian P. Warren (x3294)** <bWarren@grosspolowy.com>

Sat, Mar 4, 2023 at 8:01 AM

To: "seeuraven2011@gmail.com" <seeuraven2011@gmail.com>

Cc: "casablancamauricio@yahoo.com" <casablancamauricio@yahoo.com>, "seeuraven2011@gmail.com" <seeuraven2011@gmail.com>

Good Morning,

Please find the attached missing documents letter, please provide the missing documents in order to continue with the review.

Thank You,

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

From: BSMAA Brooklyn[seeuraven2011@gmail.com]  
Sent: Wednesday, February 15, 2023 12:58 PM  
To: ksommers@grosspolowy.com;  
Cc: casablancamauricio@yahoo.com; seeuraven2011@gmail.com;  
Subject: Re: Please Review Attached Letter

Krystal:

Why can't the people at your law firm get this right, It was a request for a SHORT PAYOFF and not a SHORT SALE, There is a difference. I would have hoped that you could have done some due diligence before coming back with this response.

I am looking for a short payoff of \$950,000. Going to court soon to get this resolved on March 9, 2023.

Phillip Jones

On Wed, Feb 15, 2023 at 12:53 PM Krystal L. Sommers (x3332) <ksommers@grosspolowy.com  
<mailto:ksommers@grosspolowy.com>> wrote:

Good afternoon,

Please be advised that I do not handle short sale requests. Your request has been forwarded to the correct department for handling.

Thank you,

Krystal Sommers  
Legal Assistant 2

1775 Wehrle Drive, Suite 100  
Williamsville NY 14221

Direct: 716 650 3332

Fax: 716 650 3252

ksommers@grosspolowy.com <mailto:ksommers@grosspolowy.com>

From: BSMAA Brooklyn [mailto:seeuraven2011@gmail.com <mailto:seeuraven2011@gmail.com>]

Sent: Wednesday, February 15, 2023 11:25 AM

To: margaret.j.wright@wellsfargo.com <mailto:margaret.j.wright@wellsfargo.com>; mary.roberts@wellsfargo.com  
<mailto:mary.roberts@wellsfargo.com>

Cc: Mauricio Magana <casablancamauricio@yahoo.com <mailto:casablancamauricio@yahoo.com>>; BSMMA NEWYORK  
<seeuraven2011@gmail.com <mailto:seeuraven2011@gmail.com>>; Krystal L. Sommers (x3332)  
<ksommers@grosspolowy.com <mailto:ksommers@grosspolowy.com>>

Subject: Please Review Attached Letter

Hello:

After you have reviewed the attachment below, please reach out to my authorized representatives to resolve this matter.

Sincerely,

--

Phillip S Jones, Jr

---

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

---

To OPT OUT of further email communication from Gross Polowy LLC please send an email to [optout@grosspolowy.com](mailto:optout@grosspolowy.com)  
<mailto:optout@grosspolowy.com> with the subject "OPT OUT".

---

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--


Vira Lynn Jones  
Executive Director  
Bedford Stuyvesant Museum of African Art (BSMAA)  
1157 Bedford Ave., Ste 1  
Brooklyn, NY 11216  
(646) 338-2748  
IG | @bedstuymaa

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 **0534617865\_20015\_1.pdf**  
1168K

**BSMAA Brooklyn** <seeuraven2011@gmail.com>

Sat, Mar 4, 2023 at 9:35 AM

To: "Brian P. Warren (x3294)" <bwarren@grosspolowy.com>, "LLWRINGS1@YAHOO.COM" <LLWRINGS1@yahoo.com>

Brian:

We have a March 9th court date. Let us anticipate what the judge will say.

[Quoted text hidden]



BSMMA NEWYORK <seeuraven2011@gmail.com>

**RE: 511655/2014**

4 messages

**Brian P. Warren (x3294)** <bWarren@grosspolowy.com>

Thu, Jun 29, 2023 at 7:45 PM

To: "seeuraven2011@gmail.com" <seeuraven2011@gmail.com>

Cc: "casablancamauricio@yahoo.com" <casablancamauricio@yahoo.com>, "johnkrilla.hfg@gmail.com" <johnkrilla.hfg@gmail.com>, "hbaum914@gmail.com" <hbaum914@gmail.com>

Good Morning,

Please accept this as a follow up to the below email. The below documents are needed to proceed with the loss mitigation review. Kindly moving forward as the file is no longer in the settlement conference part or litigated, it is the servicers preference to work with borrower/counsel/3rd party directly.

Please work with the servicer directly on any loss mitigation review.

**Documents Not Yet Received:**

1. MAA-mortgage assistance application.
2. Benefits Letter

**Documents Received but Incomplete:**

1. 4506C: We received IRS Form 4506-C, but the years requested on line 8 are invalid and must contain 12/31/2021. Please provide a complete, signed, and dated IRS Form 4506-C for each customer or person who is contributing income to the household. Or send the most recent completed, signed, and dated federal tax returns.

**Verbal Clarifications Needed:**

1. Please complete Welcome

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

Call. Previous MAA has \$2000 in wage spot but then has retired listed under overtime, boarder income, and total

Thank You,

From: bWarren@grosspolowy.com  
Sent: Saturday, May 13, 2023 7:19 AM  
To: seeuraven2011@gmail.com;

Cc: casablancamauricio@yahoo.com;johnkrilla.hfg@gmail.com;hbaum914@gmail.com;  
Subject: RE: 511655/2014

Good Morning,

Please accept this as a follow up to the below email. The below documents are needed to proceed with the loss mitigation review. Kindly moving forward as the file is no longer in the settlement conference part or litigated, it is the servicers preference to work with borrower/counsel/3rd party directly.

Please work with the servicer directly on any loss mitigation review.

**Documents Not Yet Received:**

1. MAA-mortgage assistance application.
2. Benefits Letter

**Documents Received but Incomplete:**

1. 4506C: We received IRS Form 4506-C, but the years requested on line 8 are invalid and must contain 12/31/2021. Please provide a complete, signed, and dated IRS Form 4506-C for each customer or person who is contributing income to the household. Or send the most recent completed, signed, and dated federal tax returns.

**Verbal Clarifications Needed:**

1. Please complete Welcome Call. Previous MAA has \$2000 in wage spot but then has retired listed under overtime, boarder income, and total

Thank You,

Brian Warren  
Legal Assistant 1

1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com <mailto:bwarren@grosspolowy.com>

From: Brian P. Warren (x3294)  
Sent: Monday, May 1, 2023 4:29 PM  
To: BSMAA Brooklyn <seeuraven2011@gmail.com>  
Cc: casablancamauricio@yahoo.com; johnkrilla.hfg@gmail.com; hbaum914@gmail.com  
Subject: RE: 511655/2014

Good Evening,

Please contact the servicer for the payoff letter at 800 868 0043.

Thank You,

Brian Warren  
Legal Assistant 1

1775 Wehrle Drive, Suite 100  
Williamsville NY 14221



Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com <mailto:bwarren@grosspolowy.com>

From: BSMAA Brooklyn [<mailto:seeuraven2011@gmail.com>]  
Sent: Sunday, April 30, 2023 12:02 PM  
To: Brian P. Warren (x3294) <bWarren@grosspolowy.com <mailto:bWarren@grosspolowy.com>>  
Cc: casablancamauricio@yahoo.com <mailto:casablancamauricio@yahoo.com>; johnkrilla.hfg@gmail.com <mailto:johnkrilla.hfg@gmail.com>; hbaum914@gmail.com <mailto:hbaum914@gmail.com>  
Subject: Re: 511655/2014

Hello:

I am in receipt of your email. I do not want a loan modification. I want payoff letters from Wells Fargo and SPS. In the past few years, I have provided the paperwork only for nothing getting resolved by Gross & Polowy or Wells Fargo and SOS.

I need the payoff letters asap.

Sincerely,

Phillip Jones

cc: Vra Jones

On Sat, Apr 29, 2023 at 6:13 AM Brian P. Warren (x3294) <bWarren@grosspolowy.com <mailto:bWarren@grosspolowy.com>> wrote:

Good Morning,

Please accept this as a follow up to the below email. The below documents are needed to proceed with the loss mitigation review.

Documents Not Yet Received:

1. MAA-mortgage assistance application.
2. Benefits Letter

Documents Received but Incomplete:

1. 4506C: We received IRS Form 4506-C, but the years requested on line 8 are invalid and must contain 12/31/2021. Please provide a complete, signed, and dated IRS Form 4506-C for each customer or person who is contributing income to the household. Or send the most recent completed, signed, and dated federal tax returns.

Verbal Clarifications Needed:

1. Please complete Welcome Call. Previous MAA has \$2000 in wage spot but then has retired listed under overtime, boarder income, and total

Thank You,

Brian Warren  
Legal Assistant 1

1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
**Direct: 716 650 3294**  
**Fax: 716 650 3236**  
bwarren@grosspolowy.com <mailto:bwarren@grosspolowy.com>

**From:** bWarren@grosspolowy.com <mailto:bWarren@grosspolowy.com>  
**Sent:** Saturday, April 15, 2023 7:26 AM  
**To:** seeuraven2011@gmail.com <mailto:seeuraven2011@gmail.com>;  
**Cc:** casablancamauricio@yahoo.com <mailto:casablancamauricio@yahoo.com>;johnkrilla.hfg@gmail.com <mailto:johnkrilla.hfg@gmail.com>;hbaum914@gmail.com <mailto:hbaum914@gmail.com>;

**Subject: RE: 4506C Request -- Sent Over and Over Last Three Years**

Good Morning,

Please accept this as a follow up to the below email. The below documents are needed to proceed with the loss mitigation review.

**Documents Not Yet Received:**

1. MAA-mortgage assistance application.
2. Benefits Letter

**Documents Received but Incomplete:**

1. 4506C: We received IRS Form 4506-C, but the years requested on line 8 are invalid and must contain 12/31/2021. Please provide a complete, signed, and dated IRS Form 4506-C for each customer or person who is contributing income to the household. Or send the most recent completed, signed, and dated federal tax returns.

**Verbal Clarifications Needed:**

1. Please complete Welcome Call. Previous MAA has \$2000 in wage spot but then has retired listed under overtime, boarder income, and total.

Thank You,

Brian Warren  
Legal Assistant 1

1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
**Direct: 716 650 3294**  
**Fax: 716 650 3236**  
bwarren@grosspolowy.com <mailto:bwarren@grosspolowy.com> <<mailto:bwarren@grosspolowy.com>>

**From:** Brian P. Warren (x3294)  
**Sent:** Tuesday, April 4, 2023 6:23 PM  
**To:** BSMAA Brooklyn <seeuraven2011@gmail.com <mailto:seeuraven2011@gmail.com>>  
**Cc:** Mauricio Magana <casablancamauricio@yahoo.com <mailto:casablancamauricio@yahoo.com>>;  
johnkrilla.hfg@gmail.com <mailto:johnkrilla.hfg@gmail.com>; hbaum914@gmail.com <mailto:hbaum914@gmail.com>

**Subject: RE: 4506C Request -- Sent Over and Over Last Three Years**

Good Evening,

This is not a stall tactic, the documents being requested are needed to proceed with the loss mitigation review.

Thank You,

Brian Warren  
Legal Assistant 1

1775 Wehrle Drive, Suite 100  
Williamsville NY 14221

Direct: 716 650 3294

Fax: 716 650 3236

bwarren@grosspolowy.com <mailto:bwarren@grosspolowy.com> <<mailto:bwarren@grosspolowy.com>>

From: BSMAA Brooklyn [<<mailto:seeuraven2011@gmail.com>>]

Sent: Saturday, April 1, 2023 3:14 PM

To: Brian P. Warren (x3294) <bWarren@grosspolowy.com <mailto:bWarren@grosspolowy.com>  
<<mailto:bWarren@grosspolowy.com>>>

Cc: Mauricio Magana <casablancamauricio@yahoo.com <mailto:casablancamauricio@yahoo.com>  
<<mailto:casablancamauricio@yahoo.com>>>; johnkrilla.hfg@gmail.com <mailto:johnkrilla.hfg@gmail.com>  
<<mailto:johnkrilla.hfg@gmail.com>>; hbaum914@gmail.com <mailto:hbaum914@gmail.com>  
<<mailto:hbaum914@gmail.com>>

Subject: 4506C Request -- Sent Over and Over Last Three Years

Brian:

Gross Polowy has requested the following over and over for three years and nothing has been resolved. I do not a loan modification. I have been retired and I do not know how you were able to get any information that I made \$2000 in income.

Is this another stalling tactic?

Sincerely,

--

Phillip S. Jones

646-338-2748

---

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

---

To OPT OUT of further email communication from Gross Polowy LLC please send an email to [optout@grosspolowy.com](mailto:optout@grosspolowy.com) <<mailto:optout@grosspolowy.com>> with the subject "OPT OUT".

---

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--

Vira Lynn Jones

Executive Director

Bedford Stuyvesant Museum of African Art (BSMAA)

1157 Bedford Ave., Ste 1

Brooklyn, NY 11216

(646) 338-2748

IG | @bedstuymaa

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

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**BSMAA Brooklyn** <[seeuraven2011@gmail.com](mailto:seeuraven2011@gmail.com)>

Fri, Jun 30, 2023 at 12:21 PM

To: "Brian P. Warren (x3294)" <[bWarren@grosspolowy.com](mailto:bWarren@grosspolowy.com)>

Cc: John Krilla <[johnkrilla.hfg@gmail.com](mailto:johnkrilla.hfg@gmail.com)>, Mauricio Magana <[casablancamauricio@yahoo.com](mailto:casablancamauricio@yahoo.com)>

Brian:

Last week on Thursday, June 22, 2023, I was in court as a pro se representative for Phillip Jones . The attorney from Gross Polowy was in attendance. By order of the court, the directive was that Gross Polowy was to present a payoff letter at the next hearing.

Sincerely,

Vira Jones

646-338-2748

[Quoted text hidden]

**Brian P. Warren (x3294)** <bWarren@grosspolowy.com>

Fri, Jul 28, 2023 at 6:44 PM

To: "seeuraven2011@gmail.com" <seeuraven2011@gmail.com>

Cc: "casablancamauricio@yahoo.com" <casablancamauricio@yahoo.com>, "johnkrilla.hfg@gmail.com" <johnkrilla.hfg@gmail.com>, "hbaum914@gmail.com" <hbaum914@gmail.com>

Good Evening,

Please find the attached missing documents letter.

Thank You,

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

[Quoted text hidden]

[Quoted text hidden]

⇒ **0534617865\_20015\_1.pdf**  
1166K

**Brian P. Warren (x3294)** <bWarren@grosspolowy.com>

Fri, Jul 28, 2023 at 6:47 PM

To: "seeuraven2011@gmail.com" <seeuraven2011@gmail.com>

Cc: "casablancamauricio@yahoo.com" <casablancamauricio@yahoo.com>, "johnkrilla.hfg@gmail.com" <johnkrilla.hfg@gmail.com>, "hbaum914@gmail.com" <hbaum914@gmail.com>

Good Evening,

My apologies, please disregard the prior email. The servicer is requesting a short pay offer in writing, proof of funds/loan approval and access contact for appraisal.

Thank You,

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

**From:** Brian P. Warren (x3294)  
**Sent:** Friday, July 28, 2023 6:45 PM  
**To:** 'seuraven2011@gmail.com' <seuraven2011@gmail.com>  
**Cc:** 'casablancamauricio@yahoo.com' <casablancamauricio@yahoo.com>; 'johnkrilla.hfg@gmail.com' <johnkrilla.hfg@gmail.com>; 'hbaum914@gmail.com' <hbaum914@gmail.com>  
**Subject:** RE: RE: 511655/2014

Good Evening,

Please find the attached missing documents letter.

Thank You,

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

**From:** Brian P. Warren (x3294)  
**Sent:** Thursday, June 29, 2023 7:45 PM

[Quoted text hidden]

[Quoted text hidden]



BSMMA NEWYORK <seeuraven2011@gmail.com>

## 4506C Request -- Sent Over and Over Last Three Years

4 messages

**BSMAA Brooklyn** <seeuraven2011@gmail.com>

Sat, Apr 1, 2023 at 3:13 PM

To: "Brian P. Warren (x3294)" <bwarren@grosspolowy.com>

Cc: Mauricio Magana <casablancamauricio@yahoo.com>, johnkrilla.hfg@gmail.com, hbaum914@gmail.com

Brian:

Gross Polowy has requested the following over and over for three years and nothing has been resolved. I do not a loan modification. I have been retired and I do not know how you were able to get any information that I made \$2000 in income.

Is this another stalling tactic?

Sincerely,

--

**Phillip S. Jones**  
646-338-2748

**Brian P. Warren (x3294)** <bWarren@grosspolowy.com>

Tue, Apr 4, 2023 at 6:22 PM

To: BSMAA Brooklyn <seeuraven2011@gmail.com>

Cc: Mauricio Magana <casablancamauricio@yahoo.com>, "johnkrilla.hfg@gmail.com" <johnkrilla.hfg@gmail.com>, "hbaum914@gmail.com" <hbaum914@gmail.com>

Good Evening,

This is not a stall tactic, the documents being requested are needed to proceed with the loss mitigation review.

Thank You,

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

[Quoted text hidden]

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**BSMAA Brooklyn** <[seeuraven2011@gmail.com](mailto:seeuraven2011@gmail.com)>  
To: [hbaum914@gmail.com](mailto:hbaum914@gmail.com), [johnkrilla.hfg@gmail.com](mailto:johnkrilla.hfg@gmail.com)

Tue, Apr 4, 2023 at 10:22 PM

Hello:

I received this from Wells Fargo's attorney from Gross & Polowy. Yes, the office has asked for the same document over and over during the past three years and nothing ever gets resolved.

The law firm usually does not respond after the paperwork is provided. This law firm was working with my dismissed attorney, Yolanda Corion, who never filed any motion or appeared in court on either Bedford Avenue properties.

Vira Jones  
646-338-2748

[Quoted text hidden]

--

**Vira Lynn Jones**  
Executive Director  
Bedford Stuyvesant Museum of African Art (BSMAA)  
1157 Bedford Ave., Ste 1  
Brooklyn, NY 11216  
(646) 338-2748  
IG | [@bedstuymaa](https://www.instagram.com/bedstuymaa)

**Brian P. Warren (x3294)** <[bWarren@grosspolowy.com](mailto:bWarren@grosspolowy.com)>

Sat, Apr 15, 2023 at 7:25 AM

To: BSMAA Brooklyn <[seeuraven2011@gmail.com](mailto:seeuraven2011@gmail.com)>

Cc: Mauricio Magana <[casablancamauricio@yahoo.com](mailto:casablancamauricio@yahoo.com)>, "johnkrilla.hfg@gmail.com" <[johnkrilla.hfg@gmail.com](mailto:johnkrilla.hfg@gmail.com)>, "hbaum914@gmail.com" <[hbaum914@gmail.com](mailto:hbaum914@gmail.com)>

Good Morning,

Please accept this as a follow up to the below email. The below documents are needed to proceed with the loss mitigation review.

Documents Not Yet Received:

1. MAA-mortgage assistance application.
2. Benefits Letter

Documents Received but Incomplete:

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Verbal Clarifications Needed:



1. Please complete Welcome Call. Previous MAA has \$2000 in wage spot but then has retired listed under overtime, boarder income, and total.

Thank You,

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

[Quoted text hidden]

[Quoted text hidden]



BSMMA NEWYORK <seeuraven2011@gmail.com>

**Fwd: 511655/2014 HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF NOMURA HOME EQUITY LOAN, INC., HOME EQUITY LOAN TRUST, SERIES 2007-1 - v. - PHILLIP JONES et al**

1 message

**Patrick Poux** <primetimelendinginc@gmail.com>  
To: Vira Lynn Jones <seeuraven2011@gmail.com>

Thu, Nov 17, 2022 at 4:23 PM

----- Forwarded message -----

From: **Brian P. Warren (x3294)** <bWarren@grosspolowy.com>

Date: Thu, Nov 17, 2022 at 4:20 PM

Subject: RE: 511655/2014 HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF NOMURA HOME EQUITY LOAN, INC., HOME EQUITY LOAN TRUST, SERIES 2007-1 - v. - PHILLIP JONES et al

To: Patrick Poux <primetimelendinginc@gmail.com>

Cc: Kathleen E. Puscheck (x8028) <kpuscheck@grosspolowy.com>

Good Evening,

Please find the attached missing documents letter.

Thank You,

Brian Warren  
Legal Assistant 1



1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 650 3294  
Fax: 716 650 3236  
bwarren@grosspolowy.com

From: Patrick Poux[primetimelendinginc@gmail.com]

Sent: Friday, November 4, 2022 2:10 PM

To: kpuscheck@grosspolowy.com;

Subject: Re: 511655/2014 HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF NOMURA HOME EQUITY LOAN, INC., HOME EQUITY LOAN TRUST, SERIES 2007-1 - v. - PHILLIP JONES et al

okay we have the funds now can you let them know its urgent ready to close now .lender is looking to wire immediately upon receipt of payoff.

On Fri, Nov 4, 2022 at 1:56 PM Kathleen E. Puscheck (x8028) <kpuscheck@grosspolowy.com <mailto:kpuscheck@grosspolowy.com>> wrote:

Hello,

Please be advised the offer was submitted to our client for review. We will advise once we hear back from our client. We do not have an estimated time as to when a decision will be made.

Thank you.

Kathleen Puscheck  
Associate Attorney

1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 362 8028  
Fax: 716 253 6297  
kpuscheck@grosspolowy.com <mailto:kpuscheck@grosspolowy.com>

From: Patrick Poux [mailto:primetimelendinginc@gmail.com <mailto:primetimelendinginc@gmail.com>]  
Sent: Friday, November 4, 2022 1:43 PM  
To: Kathleen E. Puscheck (x8028) <kpuscheck@grosspolowy.com <mailto:kpuscheck@grosspolowy.com>>  
Subject: Re: 511655/2014 HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF NOMURA HOME EQUITY LOAN, INC., HOME EQUITY LOAN TRUST, SERIES 2007-1 - v. - PHILLIP JONES et al

Good afternoon Kathleen

I was just following up with you and just seeing if there any update or Eta on the payoff for 1159 Bedford ave Brooklyn Ny

On Wed, Nov 2, 2022 at 12:54 PM Kathleen E. Puscheck (x8028) <kpuscheck@grosspolowy.com <mailto:kpuscheck@grosspolowy.com>> wrote:

Hello,

The counteroffer from March 2021 was not responded to by Mr. Jones within the timeframe stated when the offer was presented. As a result, that offer expired. Additional expenses have been incurred by the lender since that offer was presented by client. As a result, Mr. Jones will need to provide the documentation I stated below for a new short payoff offer to be reviewed by my client. Once it is provided to our office, we will send it to our client to review but we will not receive an answer from our client today and I cannot guarantee when a decision will be received.

Thank you.

Kathleen Puscheck  
Associate Attorney

1775 Wehrle Drive, Suite 100  
Williamsville NY 14221  
Direct: 716 362 8028  
Fax: 716 253 6297  
kpuscheck@grosspolowy.com <mailto:kpuscheck@grosspolowy.com>

From: Patrick Poux [mailto:primetimelendinginc@gmail.com <mailto:primetimelendinginc@gmail.com>]  
Sent: Wednesday, November 2, 2022 12:45 PM  
To: Kathleen E. Puscheck (x8028) <kpuscheck@grosspolowy.com <mailto:kpuscheck@grosspolowy.com>>  
Cc: Yolanda Corion <yoliesq2000@icloud.com <mailto:yoliesq2000@icloud.com>>; Mia Daphene Ubiles (x3277) <mubiles@grosspolowy.com <mailto:mubiles@grosspolowy.com>>; Brian P. Warren (x3294) <bWarren@grosspolowy.com <mailto:bWarren@grosspolowy.com>>  
Subject: Re: 511655/2014 HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF NOMURA HOME EQUITY LOAN, INC., HOME EQUITY LOAN TRUST, SERIES 2007-1 - v. - PHILLIP JONES et al

So it was stated that your client In addition, in march, 2021, the least amount that Wells Fargo would take as a short payoff was \$1,422,051.86. I agreed to the number nothing has change other than time has passed. His financial status has not change otherwise he would have done a modification this is a settlement agreement and we are at table to close today . How long for review funds are ready for wiring . So I have to have him fill out form how soon will I get the letter in writing it's a rush we have funds and as you know this is time sensitive is there a person I need to speak to in your firm with definitive knowledge of this case ? Please advise

Sent from my iPhone

On Nov 2, 2022, at 12:28 PM, Kathleen E. Puscheck (x8028) <kpuscheck@grosspolowy.com <mailto:kpuscheck@grosspolowy.com>> wrote:

Hello,

No payoff amount has been agreed upon. As previously stated by our office, the 2021 offer expired and is no longer valid. If Mr. Jones wants to proceed with a short payoff, he would need to execute the attached application and provide the offer in writing and proof of funds. The short payoff offer will then be reviewed by our client.

Thank you.

Kathleen Puscheck  
Associate Attorney

---

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

---

To OPT OUT of further email communication from Gross Polowy LLC please send an email to optout@grosspolowy.com <mailto:optout@grosspolowy.com> with the subject "OPT OUT".

---

**CONFIDENTIALITY NOTICE:**

This e-mail and the documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individuals or entities named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this e-mailed information is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by e-mail at the address above. The transmission is to be deleted and any items that may have been printed are to be destroyed. Thank you for your compliance.

---

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---

To OPT OUT of further email communication from Gross Polowy LLC please send an email to [optout@grosspolowy.com](mailto:optout@grosspolowy.com) <<mailto:optout@grosspolowy.com>> with the subject "OPT OUT".

---

**CONFIDENTIALITY NOTICE:**


This e-mail and the documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individuals or entities named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this e-mailed information is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by e-mail at the address above. The transmission is to be deleted and any items that may have been printed are to be destroyed. Thank you for your compliance.

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

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 **Jones.pdf**  
2675K

December 29, 2022

Phillip S Jones  
1157 Bedford Avenue  
Brooklyn, New York 11216

**Via Email—bwarren@grosspolowy.com**

Brian Warren  
Legal Assistant I  
Gross Polowy LLC  
1775 Wehrle Drive, Ste 100  
Williamsville, New York 14221

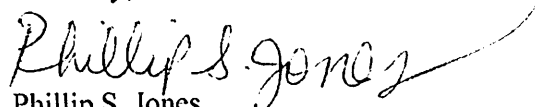
**RE: Yolanda Corion Does Not Represent Me  
1157 Bedford Avenue  
Brooklyn, New York 11216  
511655/2014 HSBC Bank USA**

Dear Brian:

This letter is to inform you that Yolanda Corion, Esq., does not represent me regarding the above-referenced property. She has been notified with a "cease and desist" letter letting her know that she should not communicate with Gross Polowy LLC and that she does not have my permission to speak on my behalf.

Patrick Poux and Bruce Nguyen are the only two individuals who have been given permission to speak on my behalf.

Sincerely,

  
Phillip S. Jones

cc: Patrick Poux  
Bruce Nguyen  
Yolanda Corion, Esq

**SHORT PAYOFF LETTER REQUEST FOR \$15,000**

Phillip S. Jones, Jr.,  
1157 Bedford Avenue  
Brooklyn, New York 11216  
February 15, 2023

**VIA EMAIL: recoverydoes1@shellpointmtg.com**  
Shellpoint Mortgage Servicing.  
PO Box 10826  
Greenville, SC 29605-0826

Dear Sir/Madam:

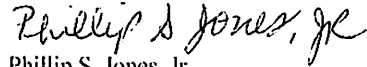
RE: 1157 Bedford Avenue, Brooklyn, NY 11216  
Loan Number: 89477374  
Phillip S. Jones, Jr. ss# 0332

A short payoff request for \$15,000 has been submitted for your consideration in this letter. An expedited payoff decision and a letter from Shellpoint Mortgage Servicing, would resolve the mortgage balance on this property in an expeditious manner.

When court sets a date for my legal team to meet with the lawyers for the banks, I will ask the judge to discharge this mortgage.

Please email the payoff letter to: securaven2011@gmail.com or fax to: 718-638-0677. For any updates, please call the representatives authorized to speak on my behalf, Vira Jones at (646) 338-2748 or Maricio Magana.

Sincerely,



Phillip S. Jones, Jr.

cc: Via Email--bwarren@grosspolowy.com  
Brian Warren  
Legal Assistant 2  
Gross Polowy LLC

Vira Jones  
Mauricio Magana



BSMMA NEWYORK <seeuraven2011@gmail.com>

## Cease & Desist Letter Attached Below

8 messages

BSMAA Brooklyn <seeuraven2011@gmail.com>

Thu, Dec 29, 2022 at 12:51 PM

To: Yolanda Corion Esq for Bedford <yoliesq@aol.com>

Cc: Patrick Poux <primetimelendinginc@gmail.com>, Bruce Nguyen <brucemate2000@yahoo.com>, ksommers@grosspolowy.com, bwarren@grosspolowy.com

Yolanda:

The attached letter below has dismissed you from communicating with Gross & Polowy regarding my properties located at 1157 Bedford Avenue and 1159 Bedford Avenue, Brooklyn, New York. Additional communication has been sent to Wells Fargo and SPS notifying them that you do not have my permission to speak on my behalf.


Sincerely,

--

Phillip S Jones

cc: Patrick Poux  
Bruce Nguyen

Krystal Sommers  
Brian Warren  
Gross Polowy LLV

 **Yolanda Corion Letter -- December 29, 2022.pdf**  
488K

Yolanda A. Corion <Yoliesq@aol.com>

Thu, Dec 29, 2022 at 12:54 PM

To: BSMAA Brooklyn <seeuraven2011@gmail.com>

Cc: Patrick Poux <Primetimelendinginc@gmail.com>, Bruce Nguyen <brucemate2000@yahoo.com>, ksommers@grosspolowy.com, bwarren@grosspolowy.com

You have a hearing coming up on January 9th. You have to notify the court that I am no longer your attorney on the case.

Yolanda A. Corion, Esq.

On Dec 29, 2022, at 12:51 PM, BSMAA Brooklyn <seeuraven2011@gmail.com> wrote:

[Quoted text hidden]

<Yolanda Corion Letter -- December 29, 2022.pdf>

Yolanda A. Corion <Yoliesq@aol.com>

Thu, Dec 29, 2022 at 12:59 PM

To: BSMAA Brooklyn <seeuraven2011@gmail.com>

Cc: Patrick Poux <Primetimelendinginc@gmail.com>, Bruce Nguyen <brucemate2000@yahoo.com>

I am sending you a consent to change attorney form to you in a couple hours.

You must sign it as moving forward pro se or have another attorney substitute me because you have a hearing on January 9th and I am still on record as your attorney.



Yolanda A. Corion, Esq.

On Dec 29, 2022, at 12:54 PM, Yolanda A. Corion <Yoliesq@aol.com> wrote:

You have a hearing coming up on January 9th. You have to notify the court that I am no longer your attorney on the case.

[Quoted text hidden]

**BSMAA Brooklyn** <seeuraven2011@gmail.com>

Thu, Dec 29, 2022 at 1:05 PM

To: Yolanda Corion Esq for Bedford <yoliesq@aol.com>

Cc: Bruce Nguyen <brucemate2000@yahoo.com>, Patrick Poux <primetimelendinginc@gmail.com>, "LLWRINGS1@YAHOO.COM" <LLWRINGS1@yahoo.com>

Yes. You will be removed from the case because you have not done shit!!!

Phillip Jones

[Quoted text hidden]

--

**Vira Lynn Jones**

Executive Director

Bedford Stuyvesant Museum of African Art (BSMAA)

1157 Bedford Ave., Ste 1

Brooklyn, NY 11216

(646) 338-2748

IG | @bedstuymaa

### 3 attachments

 **Brian Warren Letter - Gross Polowy Law Firm.pdf**  
431K

 **Yolanda Corion Letter -- December 29, 2022.pdf**  
488K

 **Krystal Sommers Letter -- Gross Polowy.pdf**  
444K

**BSMAA Brooklyn** <seeuraven2011@gmail.com>

Thu, Dec 29, 2022 at 1:06 PM

To: Yolanda Corion Esq for Bedford <yoliesq@aol.com>, "LLWRINGS1@YAHOO.COM" <LLWRINGS1@yahoo.com>, Patrick Poux <primetimelendinginc@gmail.com>, Bruce Nguyen <brucemate2000@yahoo.com>

Will get you off the record asap.

Phillip Jones

[Quoted text hidden]

**Yolanda A. Corion** <Yoliesq@aol.com>

Thu, Dec 29, 2022 at 1:19 PM

To: BSMAA Brooklyn <seeuraven2011@gmail.com>

Cc: llwrings1@yahoo.com, Patrick Poux <Primetimelendinginc@gmail.com>, Bruce Nguyen <brucemate2000@yahoo.com>

Just sign the consent to change the attorney forms that I will send to you shortly and I will file them.

Yolanda A. Corion, Esq.

On Dec 29, 2022, at 1:06 PM, BSMAA Brooklyn <seeuraven2011@gmail.com> wrote:

[Quoted text hidden]

**BSMAA Brooklyn** <seeuraven2011@gmail.com>  
To: "Yolanda A. Corion" <Yoliesq@aol.com>

Thu, Dec 29, 2022 at 1:20 PM

Send them asap

[Quoted text hidden]

**Yolanda A. Corion** <Yoliesq@aol.com>  
To: BSMAA Brooklyn <seeuraven2011@gmail.com>

Thu, Dec 29, 2022 at 1:30 PM

I will send them as soon as I'm finished with a closing that I am attending for another one of my clients. We will be finishing up shortly and then I will send you the consent forms.

Yolanda A. Corion, Esq.

On Dec 29, 2022, at 1:20 PM, BSMAA Brooklyn <seeuraven2011@gmail.com> wrote:

[Quoted text hidden]

December 29, 2022

Phillip S Jones  
1157 Bedford Avenue  
Brooklyn, New York 11216

**Via Email**

Yolanda Corion, Esq.  
Attorney at Law  
44 Court Street, Ste 1217  
Brooklyn, New York 14221

Dear Yolanda:

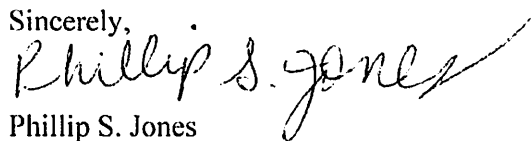
**RE: Cease and Desist – Your Representation Is Terminated  
1157 Bedford Avenue & 1159 Bedford Avenue  
Brooklyn, New York 11216**

This letter is to notify you that Gross & Polowy has received communication from me noting that you are not my attorney, that the law firm should not take any calls from you regarding the above-referenced properties, and you do not speak on my behalf.

Secondly, only Patrick Poux and Bruce Nguyen have been given permission to speak on my behalf to the Gross & Polowy representatives copied on this letter regarding the above-referenced properties.

This cease-and-desist letter will be in full force and effect beginning on Thursday, December 29, 2022, and stay in effect until or when I decide to rescind it.

Sincerely,

  
Phillip S. Jones

Cc: Patrick Poux  
Bruce Nguyen

Brian Warren  
Legal Assistant 1  
Gross Polowy LLC

Krystal Sommers  
Legal Assistant 2  
Gross Polowy LLC

UNITED STATES DISTRICT COURT

for the

EASTERN DISTRICT OF NEW YORK ☐

VIRA LYNN JONES

Phillip S. Jones, Jr.

\_\_\_\_\_  
*Plaintiff(s)*

v.

HSBC BANK, NA

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

VIRA LYNN JONES  
1159 BEDFORD AVENUE  
BROOKLYN, NY 11216

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

VIRA LYNN JONES

(b) County of Residence of First Listed Plaintiff **KINGS**  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

1159 BEDFORD AVENUE  
BROOKLYN, NY 11216

**DEFENDANTS**

HSBC BANK N.A

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

UNKNOWN

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                        |
|---|---------------------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

FRAUD, PREDATORY LENDING, MISREPRESENTATION OF MORTGAGE

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

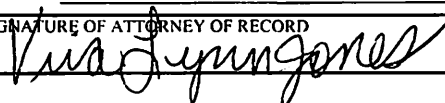
(See instructions):

JUDGE

DOCKET NUMBER

DATE 10th  
OCTOBER 6th 2023

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE